

Welcome to the [theshortstoryproject.com](http://theshortstoryproject.com) (owned and operated by Maaboret) content management platform -- consisting of web sites, services, software applications and networks -- that allows for the authorized upload, sharing and distribution of written digital content over the internet (the "The Short Story Project Platform"). The terms "The Short Story Project" and the "The Short Story Project Platform" apply to any site or mobile application owned and operated by Maaboret, including [shortstoryproject.com](http://shortstoryproject.com) and the The Short Story Project mobile applications (each an "App").

The following Terms of Use for The Short Story Project Platform is a legal contract between You, either an individual user or a single entity ("You" or, collectively, "Users"), and The Short Story Project regarding Your use of the The Short Story Project Platform. PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY REGISTERING FOR, ACCESSING, BROWSING, POSTING, DOWNLOADING FROM OR USING THE SCRIBD PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF The Short Story Project PLATFORM IN THE MANNER DESCRIBED IN SECTION 12.2 BELOW.

#### 1. Eligibility.

The Short Story Project Platform is not available to any users previously suspended or removed from The Short Story Project Platform by The Short Story Project. If You are using or opening an account on The Short Story Project Platform on behalf of a company, entity, or organization (collectively "Subscribing Organization"), then You represent and warrant that You are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms; and agree to be bound by these Terms on behalf of such Subscribing Organization. BY USING The Short Story Project PLATFORM, YOU REPRESENT THAT You meet the eligibility requirements in this Section.

#### 2. Privacy; Additional Terms.

Your privacy is important to The Short Story Project. The Short Story Project's Privacy Policy is hereby incorporated into these Terms by reference. Please read these notices carefully for information relating to The Short Story Project's collection, use, and disclosure of Your personal information.

#### 3. Individual Features and Services.

When using The Short Story Project Platform, You will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into these Terms.

#### 4. Modification of these Terms and The Short Story Project Platform.

The Short Story Project reserves the right, at our discretion, to change, modify, add, or remove portions of these Terms or any additional terms at any time. If we do so, we'll let

you know either by posting the modified Terms on the The Short Story Project Platform or through other communications. Please check these Terms and any Guidelines periodically for changes. It's important that you review the Terms whenever we modify them because Your continued use of The Short Story Project Platform after the posting of changes constitutes Your binding acceptance of such changes. If you don't agree to be bound by the modified Terms, then you may not use The Short Story Project Platform anymore. Because The Short Story Project Platform is evolving over time we may change or discontinue all or any part of The Short Story Project Platform, at any time and without notice, at our sole discretion.

## 6. Digital Millennium Copyright Act.

Please note that since we respect authors' and content holders' rights, it is The Short Story Project's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please go to The Short Story Project's [DMCA Notification Guidelines](#). Please note that The Short Story Project will promptly terminate without notice any User's access to The Short Story Project Platform if that User is determined by The Short Story Project to be a "repeat infringer". A repeat infringer is a User who has been notified by The Short Story Project of infringing activity violations more than twice as a result of DMCA takedown notices or other similar copyright notices.

## 7. The Short Story Project Platform License Grant.

### 7.1 License Grant to Scribd Mobile App

Subject to Your compliance with the terms and conditions set out in these Terms, The Short Story Project grants to You a limited, non-exclusive, non-transferable, freely revocable license to download and install a copy of the App on any mobile device or computer that You own or control and to run such copy of the App solely for Your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, You may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. The Short Story Project reserves all rights in and to the App not expressly granted to You under these Terms.

### 7.3 Reservation of Rights.

The Short Story Project reserves all rights not expressly granted in these Terms.

### 7.4 Prevention of Unauthorized Use.

The Short Story Project reserves the right to exercise whatever lawful means it deems necessary to prevent unauthorized use of the The Short Story Project Platform, including,

but not limited to, technological barriers, IP mapping, and directly contacting Your Internet Service Provider (ISP) regarding such unauthorized use.

#### 8. Content Disclaimer.

You understand that when using the The Short Story Project Platform You will be exposed to content from a variety of sources, and that The Short Story Project is not responsible for the accuracy, usefulness, or intellectual property rights of or relating to such content. You further understand and acknowledge that You may be exposed to content that is inaccurate, offensive, indecent or objectionable, and You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against The Short Story Project with respect thereto. The Short Story Project does not endorse any content or any opinion, recommendation, or advice expressed therein, and The Short Story Project expressly disclaims any and all liability in connection with such content. If notified by a User or a content owner of content that allegedly does not conform to these Terms, The Short Story Project may investigate the allegation and determine in its sole discretion whether to remove the content, which it reserves the right to do at any time and without notice. For clarity, The Short Story Project does not permit copyright infringing activities on the The Short Story Project Platform.

#### 9. Prohibited Conduct.

BY USING THE The Short Story Project PLATFORM YOU AGREE NOT TO:

9.1 use the The Short Story Project Platform for any purposes other than to receive original or appropriately licensed content, to add User Comments, and/or to access the The Short Story Project Platform as such services are offered by The Short Story Project;

9.2 rent, lease, loan, sell, resell, sublicense, distribute, display or otherwise transfer the licenses granted herein or any Materials (as defined in section 13, below);

9.3 post, upload, or distribute any defamatory, libelous, or inaccurate User Comments, or other content;

9.4 post, upload, or distribute any User Comments or other content that is unlawful or that a reasonable person could deem to be objectionable, offensive, indecent, pornographic, invasive of another's privacy, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;

9.5 impersonate any person or entity, falsely claim an affiliation with any person or entity, or access The Short Story Project Platform accounts of others without permission, forge another persons' digital signature, misrepresent the source, identity, or content of

information transmitted via The Short Story Project Platform, or perform any other similar fraudulent activity;

9.6 delete the copyright or other proprietary rights notices on The Short Story Project Platform or associated with any content available via The Short Story Project Platform;

9.7 make unsolicited offers, advertisements, proposals, or send junk mail or spam to other Users of The Short Story Project Platform. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

9.8 use The Short Story Project Platform for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy;

9.9 defame, harass, abuse, threaten or defraud Users of The Short Story Project Platform, or collect, or attempt to collect, personal information about Users or third parties without their consent;

9.11 remove, circumvent, disable, damage or otherwise interfere with DRM and other security-related features of The Short Story Project Platform features that prevent or restrict use or copying, printing, or sharing of any content accessible through The Short Story Project Platform, or features that enforce limitations on the use of The Short Story Project Platform or any content available via The Short Story Project Platform;

9.12 reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of The Short Story Project Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

9.13 modify, adapt, translate or create derivative works based upon The Short Story Project Platform or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

9.14 intentionally interfere with or damage operation of The Short Story Project Platform or any user's enjoyment of any part thereof, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;

9.15 relay email from a third party's mail servers without the permission of that third party;

9.16 use any robot, spider, scraper, or other automated means to access The Short Story Project for any purpose or bypass any measures The Short Story Project may use to prevent or restrict access to The Short Story Project Platform;

9.17 forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through The Short Story Project Platform;

9.18 interfere with or disrupt The Short Story Project or servers or networks connected to The Short Story Project Platform, or disobey any requirements, procedures, policies or regulations of networks connected to The Short Story Project Platform; or

9.19 post, upload or distribute marketing material, advertisements, spam, content designed to aid search engine optimization, content in HTML format with links or redirects, or other content that in The Short Story Project sole opinion detracts from The Short Story Project experience.

## 10. Account

When You use The Short Story Project Platform to print content, download content, or otherwise access content or use any products, services, or otherwise access information from The Short Story Project, You may be asked to create an account and provide a password. You are solely responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your account or password. You agree that the information You provide to The Short Story Project on registration and at all other times will be true, accurate, current, and complete. You also agree that You will ensure that this information is kept accurate and up-to-date at all times. If You have reason to believe that Your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of Your account ID, password, or any credit, debit or charge card number, if applicable), then You agree to immediately notify The Short Story Project by emailing [hey@shortstori.com](mailto:hey@shortstori.com). You may be liable for the losses incurred by The Short Story Project or others due to any unauthorized use of Your The Short Story Project Platform account.

## 11. Third-Party Sites, Products and Services; Links.

The Short Story Project Platform may include links or references to other web sites or services solely as a convenience to Users ("Reference Sites"). Unless otherwise expressly stated by The Short Story Project, The Short Story Project does not endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites. In addition, Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the The Short Story Project Platform are solely between You and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at Your own risk.

## 12. Termination; Terms of Use Violations.

### 12.1 The Short Story Project.

You agree that The Short Story Project, in its sole discretion, for any or no reason, and without penalty, may terminate any account (or any part thereof) You may have with The Short Story Project or Your use of The Short Story Project Platform and remove and discard all or any part of Your account, User profile, and any content, at any time and without notice to You. One reason we may terminate Your account is if You do not log into Your account for an extensive period of time. The Short Story Project may also in its sole discretion and at any time discontinue providing access to The Short Story Project Platform, or any part thereof, with or without notice. You agree that any termination of Your access to The Short Story Project Platform or any account You may have or portion thereof may be effected without prior notice, and You agree that The Short Story Project will not be liable to You or any third party for any such termination. Any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies The Short Story Project may have at law or in equity.

### 12.2 You.

Your only remedy with respect to any dissatisfaction with (i) The Short Story Project, (ii) any term of these Terms, (iii) any policy or practice of The Short Story Project in operating the The Short Story Project Platform, or (iv) any content or information transmitted through the The Short Story Project Platform, is to cancel Your account and stop using The Short Story Project. You may cancel Your Account at any time through the The Short Story Project Platform by logging into the Site or the App and going to Your account settings, or by sending an email to us at [hey@shortstori.com](mailto:hey@shortstori.com) requesting a cancellation of your account. You may terminate these Terms at any time by canceling Your account and discontinuing use of The Short Story Project.

### 12.3 Effect of Cancellation or Termination.

Upon any cancellation or termination, the rights and licenses granted to You under these Terms and any additional terms and conditions will automatically terminate and the following provisions will survive: "Effect of Cancellation or Termination," "Ownership; Proprietary Rights," "Indemnification," "Disclaimers; No Warranties," "Limitation of Liability and Damages," "Dispute Resolution," and "Miscellaneous."

### 13. Ownership; Proprietary Rights.

The Short Story Project Platform is owned and operated by Maaboret. The visual interfaces, graphics, design, compilation, information, computer code (including source code and object code), products, services, and all other elements of the The Short Story Project Platform provided by The Short Story Project (the "Materials") are protected by trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. The Short Story Project acknowledges that You retain ownership of any User Comments You may post via The Short Story Project, subject however to Your grant to The Short Story Project of a perpetual, irrevocable, royalty-free, worldwide, nonexclusive license to reproduce, store, distribute, publicly display, and adapt them for use in

conjunction with the operation of The Short Story Project Platform. All Materials contained on The Short Story Project Platform are the property of The Short Story Project or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to The Short Story Project or its affiliates and/or third-party licensors. Except as expressly authorized by The Short Story Project, You agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials or The Short Story Project Platform. The Short Story Project reserves all rights not expressly granted in these Terms.

#### 14. Indemnification.

You agree to indemnify, save, and hold The Short Story Project, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of Your use or misuse of The Short Story Project Platform, any violation by You of these Terms, or any breach of the representations, warranties, and covenants made by You herein. The Short Story Project reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify The Short Story Project, and You agree to cooperate with The Short Story Project's defense of these claims. The Short Story Project will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.

#### 16.1 Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL The Short Story Project OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE MATERIALS AND CONTENT ON The Short Story Project PLATFORM OR ANY REFERENCE SITES, OR ANY OTHER INTERACTIONS WITH The Short Story Project, EVEN IF The Short Story Project OR A The Short Story Project AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 16.3 Reference Sites.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE

SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN The Short Story Project AND RECEIVED THROUGH OR ADVERTISED ON The Short Story Project PLATFORM OR RECEIVED THROUGH ANY REFERENCE SITES.

#### 16.5 Limitations by Applicable Law.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

#### 17. Dispute Resolution.

##### 17.1 Governing Law.

These Terms will be governed by and construed in accordance with the laws of the State of Israel, without giving effect to any principles of conflicts of law.